



KIOSK ADVERTISING/ DISPLAY GUIDELINES

For
Safety Roadside Rest Areas

HEADQUARTERS MAINTENANCE

OFFICE OF ROADSIDES

JULY 2004

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
KIOSK ADVERTISING/DISPLAY AGREEMENT
HQ-MTCE-14 (NEW 12/2003)

The undersigned requests to place an advertisement/display within the Traveler/Tourist Information Center, hereinafter referred to as "kiosk" within the following Safety Roadside Rest Area.

The requestor hereby agrees to the following conditions:

I have read the Kiosk Advertising/Display Guidelines, and conditions contained herein and agree to comply. And, understand that any failure to do so will result in termination of this agreement.

The requestor assumes full and complete responsibility and liability for the content of the advertisement/display, and shall agree to save, defend, indemnify and hold the State, the department, its officers, agents and employees harmless against any and all demands, claims, liability, damages and causes of action, including attorney's fees and all costs of any legal action occasioned by or resulting from injuries or losses to any person, firm or corporation, however occurring, resulting from their reliance on the person's or company's advertisement/display or from the form, content or representations contained therein.

The name on the agreement shall be that of the responsible party for that service or facility. Sub-contracting or third-party agreements **will not be allowed** for the placement of an advertisement/display. The requestor is required to be solely responsible for the service or facility, listed within the advertisement/display.

The advertisement/display shall be of a professional quality, printed on LEXAN or a comparable material pre-approved by the SRRRA Coordinator, able to withstand adverse conditions, such as direct sunlight, rain or snow and able to endure the length of the agreement. The minimal size of the advertisement/display allowed shall be no less than 10" x 14," and a maximum size of 14" x 20." Advertisement /displays not enclosed within a protective casing shall be durable, and protected with an anti graffiti coating.

The requestor is responsible for the production of the advertisement/display at their sole cost and expense.

The format and content of the advertisement/display shall be provided for review. Upon approval in writing from the department, the advertisement/display shall not be changed or altered in any way without the written consent of the Department.

The requestor is seeking placement in the following SRRRA:

REQUESTORS NAME	CONTACT PERSON	PHONE NUMBER
ADDRESS		E-MAIL ADDRESS
REQUESTORS SIGNATURE ▶		

NAME OF SAFETY ROADSIDE REST AREA	TRAVEL DIRECTION	TYPE OF ADVERTISEMENT/DISPLAY
		6 MONTHS <input type="checkbox"/> \$ 300.00
		12 MONTHS <input type="checkbox"/> \$ 600.00

DISTRICT USE ONLY

APPROVAL:	YES <input type="checkbox"/>	COMMENTS: _____
	NO <input type="checkbox"/>	

CASHIER

INITIALS BY _____	DATE _____	<input type="checkbox"/> CASH	<input type="checkbox"/> MONEY ORDER
		<input type="checkbox"/> CHECK	<input type="checkbox"/> OTHER _____

AGREEMENT PERIOD

BEGINNING DATE _____	ENDING DATE _____
DISTRICT SAFETY ROADSIDE REST AREA COORDINATOR'S NAME	PHONE NUMBER
DISTRICT SAFETY ROADSIDE REST AREA COORDINATOR'S SIGNATURE ▶	E-MAIL ADDRESS

KIOSK ADVERTISING GUIDELINES

SUBMITTAL

Requests for placement of an advertisement/display within a Traveler/Tourist Information Center, hereinafter referred to as “Kiosk,” shall be submitted by the responsible person for that activity, service or facility, hereinafter referred to as the “Requestor,” to the District Safety Roadside Rest Area Coordinator (City, County, Chamber of Commerce, an Organization or by an Individual).

Kiosk Advertising Guidelines are established from Barclays California Code of Regulations, Title 21-Public Works, Division-2 Department of Transportation, Chapter-20 Permissible Activity and Use of Safety Roadside Rest Areas (SRRA) and Vista Points in and along California State Highways, which authorize the placement of commercial advertisements/displays within kiosks.

- Article 2, Section 2204 (b) authorizes the placement of commercial displays under an agreement within Traveler Information Centers for a cost.
- Article 2, Section 2204 (d) defines Traveler Information Centers as kiosks.
- Article 2, Section 2204 (f) authorizes the Department to place Public Information displays/advertisements determined to be of a specific value, interest or assistance to the traveling public, for a cost.

Streets and Highway Codes Section 220.5 authorizes the placement of kiosks, within Safety Roadside Rest Areas (SRRA), and the following advertisements/displays are allowed for placement at no cost.

- Section 220 authorizes the placement of agricultural displays.
- Section 221 authorizes the placement of information regarding missing children.

Forty-percent (40%) of the kiosk space shall be devoted to non-commercial public information. The remaining sixty-percent (60%) may be utilized as follows:

Placement of an advertisement/display shall be for a six-month or twelve-month period.

The format and content of the advertisement/display shall be provided for review and consideration. The District SRRA Coordinator is responsible for review and processing of submitted request.

Upon approval in writing from the Department, the advertisement/display shall not be changed or altered in any way without the written consent of the Department.

Displays approved for placement shall provide public information regarding:

- local and state points of interest
- local communities and community service facilities
- location of recreational areas and facilities (campgrounds, etc)
- identification of local automotive service stations
- food
- lodging
- traveler service related facilities

FEE

The entire fee of the agreement, per advertisement/display, is required due upon written approval of the request. Payment of the fee shall be a personal or company check, money order or cashier's check, made out to the Department of Transportation.

The assessed monthly fee is subject to change at the end of the existing agreement period entered into by the requestor and the Department.

CONDITIONS OF INSTALLATION

Installation or removal of the advertisement/display upon any kiosk shall solely be the responsibility of the Department. Under no circumstances shall the requestor install, replace, repair, alter or remove the advertisement/display.

The Department reserves all rights, as stipulated within Barclays California Code of Regulations:

- to reject or refuse at its sole discretion any advertisement/display which is false or misleading, which may misinform, or which does not qualify as traveler information under the Department's rules and regulations.
- to reject, refuse or remove any advertisement/display which does not conform to the Department's specifications, which is deemed unsightly or in a bad state of repair.
- to cancel the agreement at any time, upon ten-days written notification.
- any delay in the placement of an advertisement/display or interruption of the display time caused by the Department shall not constitute a breach of the agreement. In its discretion, the Department may extend the term of the agreement or provide a pro rata credit equal to the period of delay or interruption. Such extension or credit shall be the only damages recoverable.
- to close the Safety Roadside Rest Area for any reason without notification, temporarily or permanently, or to cancel the agreement. The requestor shall have no claim for damages, or extension of the agreement by reasons of such removal, disruption, discontinuance or termination.

The Requestor is responsible for the production of the advertisement/display at their sole cost and expense.

The Requestor is responsible at their own cost and expense for, the restoration, repair or replacement of any advertisement/display which is lost, stolen, defaced, damaged, or destroyed through no fault of the Department, or which is deemed by the Department to be in a faded, or deteriorated condition, regardless of the cause.

In this event, if the requestor fails to provide an acceptable replacement of the advertisement/display within thirty-days of notification, the Department may cancel the agreement.

The advertisement/display shall be of a professional quality, printed on LEXAN or a comparable material pre-approved by the SRRA Coordinator, able to withstand adverse conditions, such as direct sunlight, rain or snow and able to endure the length of the agreement. The minimal size of the advertisement/display allowed shall be no less than 10" x 14," and a maximum size of 14" x 20." Advertisement/displays not enclosed within a protective casing shall be durable, and protected with an anti graffiti coating.

SPECIAL PROVISIONS

Sub-contracting or third party agreements **will not be allowed** for the request or placement of an advertisement/display. The requestor is required to be solely responsible for the service or facility, listed within the advertisement/display.

The requestor assumes full and complete responsibility and liability for the content of the advertisement/display, and shall agree to save, defend, indemnify and hold the State, the Department, its officers, agents and employees harmless against any and all demands, claims, liability, damages and causes of action, including attorney's fees and all costs of any legal action occasioned by or resulting from injuries or losses to any person, firm or corporation, however occurring, resulting from their reliance on the person's or company's advertisement/display or from the form, content or representations contained therein.

THESE GUIDELINES ARE SUBJECT OF CHANGE AT THE DISCRETION OF THE DEPARTMENT. IT IS THE REQUESTOR'S RESPONSIBILITY TO REMAIN CURRENT WITH THESE GUIDELINES.